

EXHIBIT 57

Cobo, Luis E.

January 18, 2008

Page 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

- - - - -
IN RE: PHARMACEUTICAL) MDL NO. 1456
INDUSTRY AVERAGE WHOLESALE) CIVIL ACTION
PRICE LITIGATION) 01-CV-12257-PBS
THIS DOCUMENT RELATES TO)
U.S. ex rel. Ven-a-Care of) Judge Patti B. Saris
the Florida Keys, Inc.)
v.) Chief Magistrate
Abbott Laboratories, Inc.,) Judge Marianne B.
No. 06-CV-11337-PBS) Bowler
- - - - -

(captions continue on following pages)

Videotaped deposition of LUIS E. COBO

Volume I

Washington, D.C.

Friday, January 18, 2008

8:00 a.m.

Henderson Legal Services, Inc.

202-220-4158

www.hendersonlegalservices.com

52709dae-dbd0-4e87-9d3a-d575eb26360f

Cobo, Luis E.

January 18, 2008

<p style="text-align: right;">Page 130</p> <p>1 business perspective of what that would produce.</p> <p>2 Q. You would agree with me that there is</p> <p>3 some price at which Abbott could sell a single bag</p> <p>4 of saline and make money to somebody calling an 800</p> <p>5 number and buying it, right?</p> <p>6 A. Sure.</p> <p>7 Q. And that is somewhere above Ven-A-Care's</p> <p>8 cost, right?</p> <p>9 MR. BREEN: Objection to form.</p> <p>10 A. I wouldn't know. I would suspect so.</p> <p>11 But, I mean, I'm not an economist and I'm not going</p> <p>12 to sit there and represent that.</p> <p>13 Q. That's my next question.</p> <p>14 A. Okay.</p> <p>15 Q. You have no idea what an appropriate</p> <p>16 amount it would be for Abbott to charge that single</p> <p>17 or two-bag customer for that direct sale, do you?</p> <p>18 MR. BREEN: Objection, form.</p> <p>19 A. I don't have -- I'm sorry.</p> <p>20 Q. You don't know what an appropriate price</p> <p>21 would be for Abbott to charge in the marketplace for</p> <p>22 that, do you?</p>	<p style="text-align: right;">Page 132</p> <p>1 way that it is. If you're asking me if the price of</p> <p>2 saline water, I wouldn't think it cost that much.</p> <p>3 Q. Well, I'll ask you. Did the volume of</p> <p>4 the bag affect much the price?</p> <p>5 MR. BREEN: Objection, form.</p> <p>6 A. No. I would say the price was in a</p> <p>7 relatively close range with the different volumes of</p> <p>8 product.</p> <p>9 Q. So a thousand milliliter bag didn't cost,</p> <p>10 if I do my math right, twenty times a 50-milliliter</p> <p>11 bag, for example?</p> <p>12 A. No.</p> <p>13 Q. And if you were paying in the order of</p> <p>14 magnitude of a dollar or two a bag when you were</p> <p>15 purchasing it in a case size, would you be surprised</p> <p>16 if calling Abbott to order a single bag might cost</p> <p>17 you \$10 or \$11 for that bag?</p> <p>18 MR. BREEN: Objection, form.</p> <p>19 A. Once again, it's a hypothetical.</p> <p>20 Q. Right. Because you never did that,</p> <p>21 right?</p> <p>22 A. You want to know if I called Abbott and I</p>
<p style="text-align: right;">Page 131</p> <p>1 A. I would not have that -- no. I do not</p> <p>2 have that cost, that price.</p> <p>3 Q. Are you familiar with the marketplace for</p> <p>4 infusion drugs as a purchaser of infusion drugs over</p> <p>5 the years?</p> <p>6 A. I don't know. I don't know. I mean,</p> <p>7 I've got my insight, my perspective, and that's all</p> <p>8 I have. And what I've garnered from these cases and</p> <p>9 what have you.</p> <p>10 Q. Would you agree with me that the order of</p> <p>11 magnitude that these solutions cost to a purchaser</p> <p>12 like Ven-A-Care was on the order of magnitude of a</p> <p>13 dollar a bag?</p> <p>14 MS. BROOKER: Objection, form.</p> <p>15 A. The saline dextrose products that</p> <p>16 Ven-A-Care was purchasing would be along that</p> <p>17 magnitude of a dollar to two dollars a bag.</p> <p>18 Q. And the amount of saline in the bag</p> <p>19 didn't much affect the cost of the product because</p> <p>20 the saline really wasn't worth all that much, right?</p> <p>21 MR. BREEN: Objection, form.</p> <p>22 A. I don't know how or why it's valued the</p>	<p style="text-align: right;">Page 133</p> <p>1 said I need one bag --</p> <p>2 Q. I'm Luis Cobo.</p> <p>3 A. -- and they said, okay, we're going to</p> <p>4 sell you one bag. And then they're going to tell me</p> <p>5 what price?</p> <p>6 Q. Right.</p> <p>7 A. What price are they going to sell it to</p> <p>8 you?</p> <p>9 Q. \$13.</p> <p>10 A. \$13. For one bag?</p> <p>11 Q. Right.</p> <p>12 MR. BREEN: Objection, form.</p> <p>13 A. And I don't have a contract?</p> <p>14 Q. No, sir. You are a stranger to Abbott.</p> <p>15 MS. BROOKER: Objection, form.</p> <p>16 A. I guess it would surprise me.</p> <p>17 Q. Because it's too low?</p> <p>18 A. Oh, I don't know. I would have a --</p> <p>19 under that scenario if I needed the product bad</p> <p>20 enough and I realized I didn't have a contract or a</p> <p>21 direct account or something and I had no other</p> <p>22 resource to purchase it and I've got somebody out to</p>

34 (Pages 130 to 133)

Henderson Legal Services, Inc.

202-220-4158

www.hendersonlegalservices.com

Cobo, Luis E.

January 18, 2008

<p style="text-align: right;">Page 134</p> <p>1 take care of then I would pay it. I don't know if</p> <p>2 it would be too low or not by their standards.</p> <p>3 Q. You said --</p> <p>4 A. I would hope this they would give it to</p> <p>5 me also.</p> <p>6 Q. You said that it would surprise you if</p> <p>7 Abbott would be willing to sell it to you at \$13.</p> <p>8 Is that what would surprise you?</p> <p>9 MR. BREEN: Objection, form.</p> <p>10 A. Correct.</p> <p>11 Q. You would expect them to charge even more</p> <p>12 for that sort of a small sale?</p> <p>13 A. I wouldn't have any expectations under</p> <p>14 that scenario, because it -- I mean, you're asking</p> <p>15 me to comment on something, on a situation, that I</p> <p>16 don't envision in the real world. So --</p> <p>17 Q. Well, it never happened for you because</p> <p>18 you were a large -- I mean, not a large. But you</p> <p>19 were a large purchaser relative to someone who might</p> <p>20 need just one or two bags, right?</p> <p>21 MR. BREEN: Objection, form. This line</p> <p>22 of questions has been asked and answered and asked</p>	<p style="text-align: right;">Page 136</p> <p>1 whatever it was. They did not give me any kind of a</p> <p>2 discount or break or direct price or contract price</p> <p>3 or wholesale cost or anything like that.</p> <p>4 So that's the way that that transaction</p> <p>5 was handled and I would assume it would be the same.</p> <p>6 The problem I'm having trouble getting past is the</p> <p>7 one bag scenario. So I mean, I only have reality to</p> <p>8 reflect on.</p> <p>9 Q. When did this call to Abbott take place?</p> <p>10 A. Years ago. Years ago. This was 20 years</p> <p>11 ago at least.</p> <p>12 Q. So it was your understanding at least</p> <p>13 that if you didn't have a contract with Abbott, if</p> <p>14 you didn't have a direct account with Abbott, that</p> <p>15 Abbott might not break up a case for you but it</p> <p>16 would certainly charge you list price for that</p> <p>17 product?</p> <p>18 MR. BREEN: Objection, form.</p> <p>19 A. No. That is not my understanding.</p> <p>20 Q. Well, Abbott did charge you list price?</p> <p>21 A. What they did under those circumstances</p> <p>22 was unique for me. They would not do that now. And</p>
<p style="text-align: right;">Page 135</p> <p>1 and answered. And how long are you going to go with</p> <p>2 it? The same question over and over again.</p> <p>3 MR. COOK: Could you read back the last</p> <p>4 question, please?</p> <p>5 (Whereupon, the requested portion was</p> <p>6 read by the reporter.)</p> <p>7 MR. BREEN: Objection, form.</p> <p>8 A. Rather than the hypothetical, let me just</p> <p>9 reflect on reality. Instead of the one or two bags,</p> <p>10 I had an incident in my practice many, many years</p> <p>11 ago, Cobo Pharmacy -- this is after Abbott had</p> <p>12 stopped having direct accounts with pharmacies. I</p> <p>13 don't know when that was, but that's how far back it</p> <p>14 goes. And I had a urologist that called me and</p> <p>15 needed some -- a bag of irrigation solution and</p> <p>16 couldn't get it at the hospital, couldn't get it</p> <p>17 anywhere. And he asked me to take care of it for</p> <p>18 him and I did.</p> <p>19 And I called Abbott and they told me, no,</p> <p>20 we can't sell you just one or two bags. You have to</p> <p>21 buy an entire case. And they sold me the entire</p> <p>22 case. But they sold me at some list price or</p>	<p style="text-align: right;">Page 137</p> <p>1 I'm not familiar with any case where they have done</p> <p>2 that since.</p> <p>3 Q. Did they do it for you?</p> <p>4 A. At that time. And like I say, we're</p> <p>5 going back 20, 25 years ago. It was right after the</p> <p>6 time that we stopped having a direct account with</p> <p>7 Abbott. And I think for that reason they gave me</p> <p>8 some consideration. But it's just a practice that</p> <p>9 wouldn't happen otherwise.</p> <p>10 Q. But today if you were to call Abbott to</p> <p>11 purchase directly with no account and no contract,</p> <p>12 you would expect to pay list price, correct?</p> <p>13 MR. BREEN: Objection, form. Wait a</p> <p>14 minute. Could you read that question back, please?</p> <p>15 Excuse me.</p> <p>16 (Whereupon, the requested portion was</p> <p>17 read by the reporter.)</p> <p>18 MR. BREEN: Objection, form.</p> <p>19 A. I don't believe so. If I didn't have</p> <p>20 that situation it would be a transaction that would</p> <p>21 either be handled through my wholesaler. They would</p> <p>22 probably drop ship it through my wholesaler and then</p>

35 (Pages 134 to 137)

Henderson Legal Services, Inc.

202-220-4158

www.hendersonlegalservices.com